

A. G. Contract No. KR02-0550TRN
ADOT ECS File: JPA 01-198
Project No.: CM-GIL-0-(009)A
TRACS No.: 0000 MA GIL-SS503 03D / 01C
Section: Park and Ride
(Oak Street & Page Avenue)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 05 June, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 9-240 and 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The Town has submitted and meets the Federal Highway Administration (FHWA) requirement for approval of federal funds to advance the design and construction for a Park and Ride within the Town, herein referred to as the "Project". Such federal funds totaling an estimated \$2,475,978.00, are identified in the Maricopa Association of Governments (MAG) Transportation Improvement Program (TIP) / State Transportation Improvement Program (STIP) as ID # GLB01-206T, GLB02-201T DESIGN for reimbursement federal fiscal year (FFY) in 2002: GLB04-204TR, GLB04-204TRX CONSTRUCTION for reimbursement (FFY) in 2004, shown as Exhibit A, attached hereto and made a part hereof.

4. The Town, Metropolitan Planning Organization (MPO) and/or the Council of Governments (COG), selected the Project within the boundary of the Town. The Town takes full responsibility of all Projects costs until the time of federal fiscal year reimbursement. If federal funds are not available, the Town is responsible for the total cost of the Project.

NO. 25300
Filed with the Secretary of State
Date Filed: 06/05/02

Betsy Bayless
Secretary of State

By: Darryl D. Graenewald

5. The only interest of the State in this Project is in the acquisition of federal funds and facilitating reimbursement of said federal funds for FFY 02/04, in accordance with 23 U.S.C. 115. Upon execution of this agreement the State will submit the Project to the FHWA for authorization. It is understood and agreed to by the parties herein, authorization of this Project does not constitute a commitment, guarantee or obligation on the part of the State.

6. The Town, in order to obtain federal funds for the design and construction for a Park and Ride, is willing to advance Town funds, complete the Project prior to program year fixed and determined by the Town and FHWA.

7. The work embraced in this agreement is to be administered by the State, and the estimated costs are as follows: design and construction for a Park and Ride:

Design FY 01/02

Estimated Design Cost	\$ 303,222.00
Estimated Federal Aid Funds @ 80% (CAP)	\$ 242,578.00
Estimated Town Funds @ 20%	\$ 60,644.00

Construction FY 03/04

Estimated Construction Cost	\$ 2,397,334.00
Estimated Federal Aid Funds Reimbursement @ 80% (CAP)	\$ 1,917,867.00
Estimated Town Funds @ 20%	\$ 479,467.00

Total Estimated Town Funds for Design and Construction	\$ 540,111.00
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THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

SCOPE OF WORK

1. The cost of the design and construction work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the Town with federal funds for design and construction work addressed under this agreement.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments, which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
lgrandy@dot.state.az.us

Town of Gilbert
Town Manager
1025 S. Gilbert Road
Gilbert, AZ 85926
tamir@ci.gilbert.az.us

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GILBERT

By 
STEVEN M. BERMAN
Mayor

STATE OF ARIZONA
Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

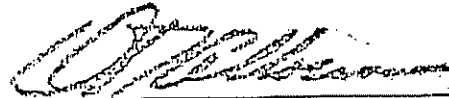
By 
CATHY TEMPLETON
Town Clerk

JPA 01-198

RESOLUTION

BE IT RESOLVED on this 12th day of December, 2001, that I, the undersigned Victor M. Mendez, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, enter into an agreement with the TOWN OF GILBERT, for the purpose of defining responsibilities for the design and construction of the park and ride project at Oak Street and Page Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.



DAVID R. ALLOCCO, PE
Assistant State Engineer
Engineering Technical Group

for Victor M. Mendez, Director

DRAFT

MINUTES OF THE GILBERT TOWN COUNCIL IN REGULAR MEETING, TUESDAY, MAY 14, 2002 AT 7:00 P.M., 1025 SOUTH GILBERT ROAD, GILBERT, ARIZONA

COUNCIL PRESENT: Mayor Berman, Vice Mayor Presmyk, Councilmembers Crozier, Morrison, Petersen, Skousen, and Urie

COUNCIL ABSENT: None

STAFF PRESENT: Manager Pettit, Deputy Clerk Gilbertson, Attorney Goodwin, Planning Director Swanson, Public Works Director Frost, Fire Chief DeWitt, Parks and Recreation Director Ahlman, and Traffic Engineer Ward.

OTHERS: Wayne Bryan, Gilbert Independent; Greg Svelund, Tribune.

CALL TO ORDER OF REGULAR MEETING

The meeting was called to order at 7:10 p.m.

1. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Berman invited all scouts present to the front of the Council Chambers. Pastor Gary Norton gave the invocation. Scouts in attendance led the Pledge of Allegiance and introduced themselves.

ROLL CALL

Deputy Clerk Gilbertson called roll and declared a quorum present.

PRESENTATIONS; PROCLAMATIONS

2. Proclamation declaring May 17, 2002 as "Poppy Day".

Mayor Berman read a proclamation declaring May 17, 2002 as "Poppy Day," and presented the proclamation to Mrs. Barbara McFarland.

3. Presentation of Character Counts! Pillar of the Month, "Caring."

Mayor Berman presented the Pillar of the Month for May 2002, "Caring."

4. Presentation by Versar, Inc. on the Greenfield Pool Project Design.

Draft

Regular Council Meeting
May 14, 2002
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Manager Pettit explained that approval was for the Intergovernmental Agreement and would not specify construction. He said that as the Town prepares the final plans and specifications, they would consider the types of actions suggested by Council, if appropriate. Manager Pettit pointed out that the Town would need to consider the considerable residential development along that corridor before specific acceleration of the project could be determined.

A MOTION was made by Councilmember Petersen, seconded by Vice Mayor Presmyk, to approve an Intergovernmental Agreement with the Maricopa County Department of Transportation for improvements to Gilbert Road from approximately Williams Field Road to Ray Road authorize the Mayor to execute the required documents. *Motion carried 7-0.*

10. INTERGOVERNMENTAL AGREEMENT – consider approval of an Intergovernmental Agreement with the Arizona Department of Transportation for the Park and Ride Lot and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar.

11. PURCHASE – consider waiving the bidding requirements and approve a contract with Advantage Fitness Products in an amount not to exceed \$129,996.03 for fitness equipment for the Freestone Recreation Center and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar.

12. PURCHASE – consider approval of a contract with Walsh Bros. in an amount not to exceed \$111,658.46 for furnishings for the Freestone Recreation Center and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar.

13. CONTRACT – consider approval of a service contract with the Gilbert Chamber of Commerce in the amount of \$32,600 for FY 2002-03 and authorize the Mayor to execute the required documents.

Councilmember Petersen expressed a concern that the services provided by the Chamber of Commerce duplicated the responsibilities of the Gilbert Department of Economic Development. He stated that they appeared to perform similar jobs and questioned the need to contract with the Chamber. Kathy Langdon, Chamber Director, explained that the Gilbert Department of Economic Development focused on attracting new businesses, and the focal point of the Chamber was retaining businesses. Manager Pettit clarified that Economic Development's budget included funds to contract with the Chamber of Commerce. He went on to say that a major portion of the contract cost was for the operation of Visitor Information Services provided

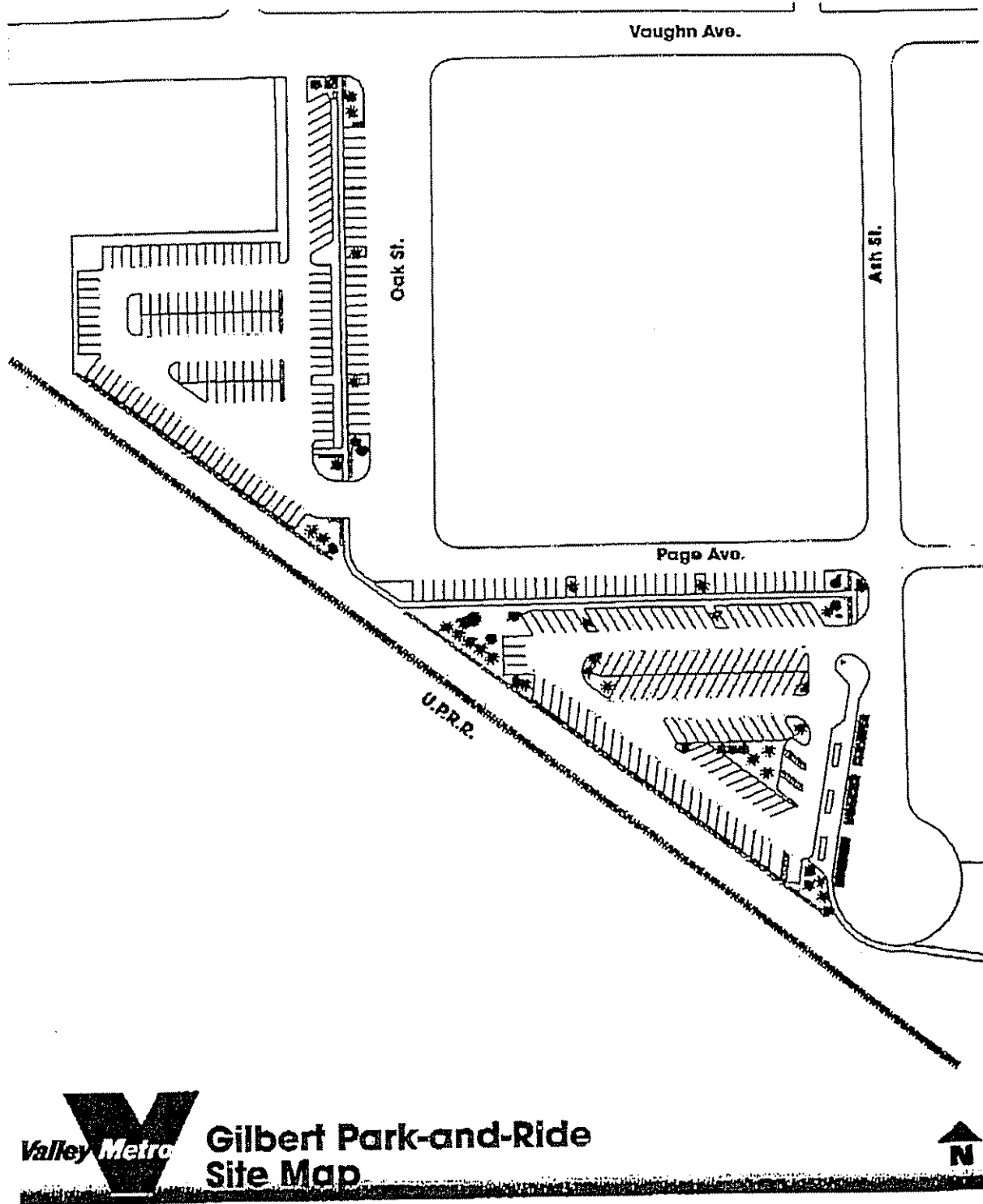
Gilbert Park-and-Ride Projects

(FY 2001-2005 and FY 2002-2006 MAG Transportation Improvement Programs)

Phase	Proj#	Year	Location	Description	Funding	Federal	Local	Total
Design	GLB01-206T ¹	2001	60 (Supersition Fwy) at Val Vista Dr	Pre-design regional park-and-ride (US-60/Val Vista) (EA already underway)	CMAQ	61,800	15,450	77,250
					Match	80.0%	20.0%	100.0%
	GLB02-201T ²	2002	60 (Supersition Fwy) at Val Vista Dr	Design regional park-and-ride (US-60/Val Vista)	CMAQ	\$180,778	\$45,194	\$225,972
					Match	80.0%	20.0%	100.0%
Right-of-Way Acquisition	GLB00-003 ⁴	2001	Regionwide	Acquire ROW for Park and Ride	STP-AZ	299,874	18,126	318,000
					Match	94.3%	5.7%	100.0%
	GLB03-203T ¹	2001	60 (Supersition Fwy) at Val Vista Dr	Advance acquire land regional park-and-ride (US-60/Val Vista)	Local	0	1,333,127	1,333,127
	GLB03-203TX ³	2003	60 (Supersition Fwy) at Val Vista Dr	Repayment of land acquired for regional park-and-ride (US-60/Val Vista)	CMAQ	\$1,066,502	-\$1,066,502	\$0
					Total Match	\$1,066,502 80.0%	\$266,625 20.0%	\$1,333,127 100.0%
Construction		2003	60 (Supersition Fwy) at Val Vista Dr	Advance construct park-and-ride (US-60/Val Vista)	Local	\$0	\$2,397,334	\$2,397,334
	GLB04-204TRX ³	2004	60 (Supersition Fwy) at Val Vista Dr	Repayment of park-and-ride construction (US-60/Val Vista)	STP-Flex	\$1,917,867	-\$1,917,867	\$0
					Total Match	\$1,917,867 80.0%	\$479,467 20.0%	\$2,397,334 100.0%

- Notes: 1. TIP Amendment Number Four to the FY 2001-2005 MAG Transportation Improvement Program
2. Page VIII-2 of the FY 2002-2006 MAG Transportation Improvement Program
3. Page VIII-3 of the FY 2002-2006 MAG Transportation Improvement Program
4. TIP Amendment Number Two to the FY 2001-2005 MAG Transportation Improvement Program

Figure 3 – Gilbert Park-and-Ride Site Plan



Valley Metro **Gilbert Park-and-Ride Site Map**

APPROVAL OF THE TOWN OF GILBERT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF GILBERT and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14 day of May, 2002.

Susan Ogden

Town Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

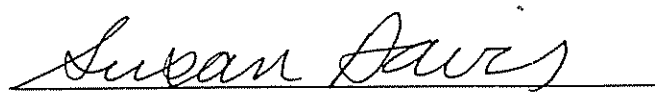
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0550TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 28, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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